

CITY OF ROCHESTER
201 4TH STREET SE, ROOM 108
ROCHESTER, MN 55904-3742
*****PROPOSAL*****

FOR HIGHWAY CONSTRUCTION
AND MAINTENANCE PROJECTS WITH
BIDS RECEIVED UNTIL 11:00 O'CLOCK A.M. ON July 31, 2013

PROPOSAL OF

(Name of Firm)		(Phone No.)
(Address)		(Fax No.)
(City)	(State)	(Zip)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2005 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

CITY PROJECT NO. (M12-04) J NO. (J4671)

STATE PROJECT NO. _____

MINNESOTA PROJECT NO. _____

LOCATION: 1st Ave SW, ROCHESTER, MN

TYPE OF WORK Sidewalk Construction

LENGTH 500 FEET

STARTING DATE: Sept 3, 2013

COMPLETION DATE: October 18, 2013

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.

Russell J. Kelm 07/10/13
Russell J. Kelm, License Number 24667 (Date)

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

TABLE OF CONTENTS

NOTICE OF BIDS	1
DIVISION S	1
S - 1 DESCRIPTION.....	1
S - 2 REFERENCE DOCUMENTATION.....	1
S - 3 DESIGNATION OF PARTIES.....	1
S - 4 DEFINITION OF TERMS	2
S - 5 CONTRACT WORDING.....	3
S - 6 AWARD AND EXECUTION OF CONTRACT	3
S - 7 CONTROL OF WORK.....	3
S - 8 MEASUREMENT & PAYMENT	4
S - 9 OWNER AND EASEMENTS.....	5
S - 10 CONFLICTS IN DIMENSIONING	5
S - 11 PRE-CONSTRUCTION CONFERENCE	5
S - 12 CONTACT INFORMATION	6
S - 13 RESIDENT PREFERENCE IN PUBLIC CONTRACTS.....	6
S - 14 (1213) DISQUALIFICATION OF BIDDERS.....	6
S - 15 (1302) AWARD OF CONTRACT RESIDENT PREFERENCE IN PUBLIC CONTRACTS	6
S - 16 (1305) REQUIREMENT OF CONTRACT BOND	6
S - 17 (2563) TEMPORARY PEDESTRIAN ACCESSIBLE ROUTE (TPAR).....	7
S - 18 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL	8
S - 19 (1506) SUPERVISION BY CONTRACTOR	10
S - 20 (1507) UTILITY PROPERTY AND SERVICE.....	11
S - 21 (1710) TRAFFIC CONTROL DEVICES.....	12
S - 22 (1717) AIR, LAND AND WATER POLLUTION	12
S - 23 (1803) PROSECUTION OF WORK	14
S - 24 (1806) DETERMINATION OF CONTRACT TIME.....	18
S - 25 INCIDENTAL WORK.....	19
S - 26 (1904) EXTRA AND FORCE ACCOUNT WORK.....	19
S - 27 (2021) MOBILIZATION	19
S - 28 (2101) CLEARING AND GRUBBING	20
S - 29 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES.....	21
S - 30 (2521) CONCRETE WALK.....	21
S - 31 (2531) PEDESTRIAN CURB RAMP – TRUNCATED DOME SYSTEMS	24
S - 32 (2571-2) TREE PROTECTION AND RESTORATION OF VEGETATION.....	24
S - 33 (2573) TEMPORARY EROSION CONTROL AND TURF ESTABLISHMENT	26
S - 34 (3891) STORM DRAIN INLET PROTECTION.....	26
S - 35 FINAL ESTIMATE AND FINAL PAYMENT.....	26
DIVISION SL – LIGHTING REQUIREMENTS	1
SL 1 (1802) QUALIFICATION OF WORKERS	1
SL 2 (2565) REMOVE AND SALVAGE.....	1
SL 3 (2545) ELECTRIC LIGHTING SYSTEM.....	2
SL 4 (2545) ELECTRIC UTILITY CONDUIT SYSTEM (RPU).....	10
FORM OF PROPOSAL	1
ABBREVIATIONS OF SCHEDULE OF PRICES	2
NON-COLLUSION DECLARATION	3
SCHEDULE OF PRICES	5
SURETY DEPOSITS.....	7
FORM 21126D (FF REV. 4-00)	10

**CITY OF ROCHESTER
NOTICE OF BIDS**

Notice is hereby given that bids will be received at the office of the City Clerk until **11:00 A.M. on July 31, 2013** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

Project No. M12-04, J4671

2013 Downtown Sidewalk Reconstruction

East Side of 200 Block of 1st Ave. SW and North Side of West half of 10 Block of 3rd Street SW

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center at **7:00 P.M. on August 5, 2013**.

Said Construction generally consists of **Sidewalk Reconstruction**. The work includes the following approximate quantities of work:

5-7" DECORATIVE CONCRETE WALK	7,000 SF
DECORATIVE LIGHTS	9 EACH

A pre-bid meeting will be held at Rochester City Hall, Conference Rm 104 on July 17, 2013 at 1 P.M., Rochester City hall address is 201 4th Street S.E. Attendance at the pre-bid meeting is not mandatory.

Plan, Specifications and Contract Documents may be examined at the Department of Public Works, 201 4th St. SE, Room 108, Rochester, MN 55904, (507) 328-2400 or the City's website at <https://egram.rochestermn.gov/>.

Each bid must be sealed and accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least **5%** the amount of the bid, which amount shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract to him shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

A Performance and a Payment Bond for the full amount of the contract by a surety company authorized to do business in the State of Minnesota will be required with the contract. (Personal bonds will not be accepted.)

All proposals must be addressed to the City Clerk, City of Rochester, 201 4th St. SE, Room 135, Rochester, Minnesota 55904-3742 and shall have endorsed thereon:

Project No. M12-04, J4671

2013 Downtown Sidewalk Reconstruction

East Side of 200 Block of 1st Ave. SW and North Side of West half of 10 Block of 3rd Street SW

Dated at Rochester, Minnesota this **17th day of June, 2013**.

JUDY K. SCHERR, CMC, City Clerk

DIVISION S

S - 1 DESCRIPTION

The Contract stipulations that follow are general in scope and may refer to conditions that will not be encountered on the work covered by the Contract. Any provision of these general requirements that pertains to a nonexistent condition or is not applicable to the work to be performed here under, or that conflicts with any provision of the Special Provisions or with any special instructions to bidders, shall have no meaning in the Contract and shall be disregarded.

S - 2 REFERENCE DOCUMENTATION

Reference Documentation shall be the latest edition, including amendments and published updates, issued prior to the date of advertisement for bids or the date of request for quotations, of the following:

1. Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction, except that Section 1903 shall not apply to any contract pay items.
2. City of Rochester Ordinances.
3. City of Rochester Standard Detail Plates.
4. City of Rochester Standard Specifications for Street & Utility Construction.

S - 3 DESIGNATION OF PARTIES

s 3.1 "City"

"City" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904.

s 3.2 "Owner"

"Owner" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

s 3.3 "Department"

"Department" shall mean the City of Rochester, 201 4th Street SE, Room 108, Rochester, MN 55904 or as named in the contract documents.

s 3.4 "Engineer"

"Engineer" shall mean the City Engineer or other authorized representative of the Owner as named in the contract documents.

s 3.5 "Inspector"

"Inspector" shall mean the Engineer's authorized representative assigned to make inspections of Contract performance.

s 3.6 "Bidder"

"Bidder" shall mean any individual or entity submitting a Proposal for the advertised work.

s 3.7 "Contractor"

"Contractor" shall mean the individual or entity designated in the Contract documents to construct the project pursuant to plans and specifications.

s 3.8 "Sub-Contractor"

"Sub-Contractor" shall mean the individual or entity acting for or on behalf of the Contractor in performing any part of the Contract.

s 3.9 "MnDOT"

"MnDOT" shall mean the Minnesota Department of Transportation.



S - 4 DEFINITION OF TERMS

s 4.1 Amount of Contract

For the purpose of awarding the Contract and determining the amount of the Bond, the Contract amount shall be the total amount of the bid.

s 4.2 Date of Acceptance

Date of Acceptance shall be the day when final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans and other Contract documents, and with previous inspection documents.

s 4.3 Date of Final Acceptance

Date of Final Acceptance shall be a day, at least two (2) years after the Date of Acceptance, at which time the City determines that the work continues to be in strict accordance with the provisions of the Plans and other Contract and inspection documents. The Date of Final Acceptance denotes the termination of Contractor's maintenance obligation.

s 4.4 Liquidated Damages

Liquidated damages are the amount prescribed in MnDOT Section 1807 to be paid to the Owner, or to be deducted from any payments due or to become due to the Contractor, for each day that work remains uncompleted after expiration of the Contract time as determined and extended in accordance with MnDOT Section 1806.

s 4.5 "Incidental"

Whenever in any section of the Contract documents, Plans or Specifications, any item, material or application is defined as incidental, Payment shall be incidental to the Contract and no direct compensation will be made.

s 4.6 "Or Approved Equal" Clause

Whenever in any section of the Contract documents, Plans or Specifications, any article, material or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or approved equal" if not inserted, shall be implied.

The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality required and shall not be construed in such a manner as to exclude manufactured products of comparable quality, design, and efficiency. The Engineer shall determine the acceptability of articles, materials, or equipment proposed "as equal".

s 4.7 Standard Documents

Standard Documents are those that are referred to but not included in the Plans, Specifications and Special Provisions. Standard Documents are available to the public and it is the Contractor's sole responsibility to obtain and understand the requirements of any Standard Documents noted in the Plans, Specifications and Special Provisions. Examples of Standard Documents include but are not limited to:

Bid documents (Advertisement, Information to Bidders, Proposal and Bid Security)

Performance and Payment Bond forms

Project Specifications and Special Provisions

City of Rochester, Minnesota, Department of Public Works documents:

Standard Specifications for Street and Utility Construction

Standard Detail Plates

Minnesota Department of Transportation documents:

Standard Specifications for Construction.

Standard Plates Manual.

ASTM Material Specifications.

S - 5 CONTRACT WORDING

Whenever in these Contract documents the words "As Ordered", "As Directed", "As Required", "As Permitted", "As Allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

Similarly the words "Approved", "Reasonable", "Suitable", "Acceptable", "Properly", "Satisfactory", or words of like effect and import, unless otherwise particularly specified therein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

S - 6 AWARD AND EXECUTION OF CONTRACT

s 6.1 Payment and Performance Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Payment Bond equal to the Contract amount and a Performance Bond equal to the Contract amount, as required by Minn. Stat. Section 574.26. The bonds shall be issued by sureties satisfactory to the City and authorized to do business in the State of Minnesota.

The Payment Bond and Performance Bond shall guarantee that the Contractor will perform each and every part of the agreement, cover all guarantees called for in these Specifications, including the provisions for maintenance and repair, and insure the prompt payment to all persons furnishing material and labor required in the prosecution of the work. The Performance Bond shall be written in such a manner that it shall remain effective until the Date of Final Acceptance (two (2) years after the Date of Acceptance by the City, provided the work is in accordance with the Specifications and any inspection instructions, and all defects identified during the two (2) year period have been corrected).

In the event the Surety on any Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Minnesota is terminated, or it otherwise ceases to meet the requirements set forth herein, the Contractor shall, within five days thereafter, substitute another Bond and Surety, both of which shall be subject to Owner's acceptance.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to the Owner.

s 6.2 Execution of Contract

The Contractor shall not, under any circumstance, assign the Contract or any payments due hereunder without written permission by the City.

The Contract will be made on the forms used by the City of Rochester, and made a part of the General Requirements and Covenants, copies of which are also on file at the office of the City Clerk, Room 135, City Hall, Rochester, Minnesota.

S - 7 CONTROL OF WORK

s 7.1 Drawing and Specification

The Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed as if it has been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer.



Should anything be omitted from the Specifications and Plans that is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Plans, and Specifications.

All Drawings, Specifications and copies thereof furnished by the City are its property. They are not to be used on other work and, with the exception of the signed Contract, plan sets are to be returned to the City upon request at the completion of the work.

Contractor shall keep and maintain one complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications at the job site that shall be available to the Engineer at all times.

s 7.2 Surveys, Staking and Monument Preservation

The Contractor shall give the Engineer at least 2 working days notice before requiring any stakes to be set or before commencing work on any portion of the Contract, or at any new place, as well as at any place where work has been relinquished or stopped for any reason.

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the Engineer, may be ordered removed and replaced at the Contractor's cost and expense.

The Contractor shall carefully protect and preserve any permanent monuments or benchmarks that must of necessity be removed or disturbed in the construction of the work, until they can be properly referenced for relocation.

s 7.3 Other Contracts and Contractors

The Owner reserves the right to award contracts to other Contractors who do additional work at the site of this Project pursuant to MnDOT section 1505.

s 7.4 Testing of Completed Work

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order, or shall be placed in such condition and order at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer or others so designated and at the expense of the Contractor, who shall repair at its own expense all damage resulting there from.

S - 8 MEASUREMENT & PAYMENT

s 8.1 Partial Payment

Unless the terms of the contract provide otherwise, progress payments shall be made monthly as the work progresses. Payments shall be based upon estimates of work completed as approved by the City. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

The City may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. The City may reduce the amount of the retainage and may eliminate retainage on any monthly contract payment if, in the City's opinion, the work is progressing satisfactorily.

For further details refer to MnDOT specification 1906 "Partial Payments".

s 8.2 Acceptance and Final Payment

When final inspection reveals that the work has been completed in strict accordance with the provisions of the Plans, other Contract documents, and previous inspection instructions, the

Engineer shall, within ninety (90) days thereafter, prepare a final estimate which shall be based on accurate measurements of all work performed, and shall submit such estimate together with recommendations to the City Council of the City of Rochester for approval. Payment shall then be made for all work performed under the Contract, less any partial payments already made and any legal deductions or forfeitures for the satisfaction of liens or other claims against the Contract.

s 8.3 **Correction of Work After Final Payment**

Neither acceptance and occupancy by the Owner, final payment, nor any other provision in the Contract documents, shall relieve the Contractor of its maintenance obligation as hereinafter set forth and as identified in the Specifications.

s 8.4 **Maintenance and Repair**

The Contractor shall guarantee all work relating to the Specifications for a period of at least two (2) years from the date of written acceptance of the work or project. The Contractor shall make all needed repairs arising out of defective workmanship or materials that, in the judgment of the City, become necessary during such period. Final acceptance and termination of the maintenance obligation shall occur on the date two (2) years after initial acceptance provided that the work is in accordance with the Specifications and any inspection instructions. The maintenance obligation shall otherwise continue until all defects, including defective equipment installed therein, have been corrected.

At any time prior to Final Acceptance (the time during which the maintenance obligation is in effect as provided herein) the City may demand that the Contractor make any noted repairs. If Contractor fails to undertake repairs within ten days after the mailing of a notice of the need to make such repairs, the City may either take action against the performance bond or make the repairs itself and recover the cost from Contractor or the surety under the performance bond.

S - 9 OWNER AND EASEMENTS

The City of Rochester is designated as the Owner. All work shall be located on public right-of-way or on easements to be provided by the Owner. The Contractor shall confine his operations at all times within the limits of the easements. Any repairs or restoration outside the easement limits, required due to the Contractor's carelessness, shall be made with no compensation allowed.

- 1. If the Contractor obtains an agreement with a private land owner related to this project the City shall be provided a copy signed by the owner.**

S - 10 CONFLICTS IN DIMENSIONING

In case of conflict between dimensions shown on the plans or detail drawing and those in the specifications, the dimensions on the drawings shall govern. If the conflict is other than dimensions, the specifications shall govern.

S - 11 PRE-CONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled after Engineer's receipt of the Contractor's schedule. The Contractor shall submit to the Engineer a schedule illustrating in bar chart form the anticipated commencement date and duration of each of the major work tasks prior to the pre-construction conference. These tasks shall be broken down by type of work and location as necessary for purposes of planning and coordinating the work of this contract. The schedule should address the phasing of construction in a manner that will provide good project coordination. The Contractor will be required to update or modify the written construction schedule as necessary to accurately reflect the rate and progress on the project.



The conference will be held with the Contractor, City Representative, Engineer and other parties involved in the project. Materials, material sources, construction methods, and scheduling will be reviewed and any questions or procedures will be clarified.

S - 12 CONTACT INFORMATION

Questions regarding this Project shall be directed to:

Russ Kelm
Design Engineer
City of Rochester
(507) 328-2417

S - 13 RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of MnDOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

S - 14 (1213) DISQUALIFICATION OF BIDDERS

The provisions of MnDOT 1213 are hereby deleted and replaced with the following:

s 14.1 Either of the following reasons may be considered sufficient cause for disqualification of a bidder and the rejection of his Proposals:

- (1) More than one Proposal for the same work from an individual, firm, or corporation under the same or different name. Substitute bid schedules shall be governed by MnDOT 1206.
- (2) Evidence of collusion among bidders. Participants in collusion will receive no recognition as bidders on future work until they have been reinstated as responsible bidders.

S - 15 (1302) AWARD OF CONTRACT RESIDENT PREFERENCE IN PUBLIC CONTRACTS

The provisions of MnDOT 1302 are modified to the extent that, in accordance with Minnesota Statutes, section 16.365 (1982) as amended by Minn. Laws 1984, Chapter 440, Section 2, (Resident Preference in Public Contracts), this Contract will be awarded to the lowest responsible bidder, with resident bidders allowed a preference as against a non-resident bidder from a state which gives or requires a preference to bidders from that state, the preference shall be equal to the preferences given or required by the state of the non-resident bidder.

The City shall have up to **60 days** from the bid opening to award the contract during which time the bid unit prices shall prevail.

S - 16 (1305) REQUIREMENT OF CONTRACT BOND

The provisions of MnDOT 1305 are hereby deleted and replaced with the following:

The successful bidder shall furnish a payment bond equal to the contract amount and a performance bond equal to the contract amount as required by Minnesota Statutes, section 574.26. The surety and form of the bonds shall be subject to the approval of the contracting authority.

The contracting authority shall require for all contracts less than or equal to five million dollars (\$5,000,000.00), that the aggregate liability of the payment and performance bonds shall be twice the amount of the contract. All

contracts in excess of five million dollars (\$5,000,000.00) shall have an aggregate liability equal to the amount of the contract.

S - 17 (2563) TEMPORARY PEDESTRIAN ACCESSIBLE ROUTE (TPAR)

This work shall consist of providing Temporary Access Control Plan. This plan shall consist of identifying a Temporary Pedestrian Accessible Route (TPAR) and features needed to assist pedestrian, bicyclists and non-motorized vehicles safe movement within and around the construction zone. This work shall be done in accordance with Contract provisions and the following:

s 17.1 The Contractor shall develop and provide for a continuous Temporary Pedestrian Accessible Route (TPAR) for this Project. The TPAR shall clearly address all non-motorized users in the construction zone. The Contractor shall submit this plan to the Engineer for acceptance at the pre-construction meeting.

s 17.2 Pedestrian Access

- A. The TPAR must have a minimum width of 48 inches (4 feet) and guide pedestrians through and/or around the Project by using devices such as signage, barricades, and temporary curb ramps or blended transitions. To the maximum extent feasible, the TPAR shall be provided on the same side of the street as the disrupted route. Where the TPAR is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device. All TPARs must have a smooth, level, slip-resistant surface and shall meet the applicable requirements of the Public Right-of-Way Accessibility Guidelines (PROWAG).
- B. The Contractor shall schedule and coordinate the replacement of the pedestrian access to accommodate the needs of the business and residences. Existing sidewalks shall be left in-place until such time that it is required to remove them to accommodate new construction. Pedestrian access may be provided to businesses and homes through the use of any public access from adjacent parking lots and side streets. Front door access must be provided to buildings without alternate public entrances. Where disrupted by construction, the Contractor must provide a continuous TPAR for all areas disrupted construction throughout all phases of construction.
- C. For technical provisions on TPAR, the Contractor is directed to the Guidelines for Accessible Public Rights-of-Way at: <http://www.access-board.gov/prowac/draft.htm> and Chapter 6D of the MN MUTCD. The pedestrian accessibility checklist is on page 6D-5 and 6D-6 of the MN MUTCD. The Contractor shall complete MN MUTCD Fig. 6D-1, "Pedestrian Accessibility Considerations in Temporary Traffic Control Zones Check List". A copy shall be provided to the Engineer at the pre-construction meeting.
- D. The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate a change in pedestrian access.

s 17.3 Traffic control devices must allow for an accessible route through the Project. TPAR pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures. The base of any traffic control devices shall be a continuous raised barrier of no more than 6 inches in height and must allow for drainage. The purpose of this barrier is to provide a continuous wayfinding device for the visually impaired, therefore the barrier shall not have any points that might catch a person who is using a cane for a guide. The Devices shall provide a continuous surface or upper rail at a minimum 3 feet above the ground or walkway surface. Support members shall not protrude into the path. Whenever possible the TPAR shall only utilize in-place street crossings. TPAR must be regularly inspected and updated depending on Project staging.



s 17.4 The Contractor shall be responsible for maintaining the TPAR within this Project. The Contractor shall furnish the name, addresses, and phone number of at least one individual responsible for the placement and maintenance of TPAR. This individual shall be "on call" 24 hours per day, seven days per week during the times any devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the pre-construction meeting.

The Contractor shall be expected to answer calls immediately and begin corrective measures needed within one hour. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to a monetary deduction at the rate of \$100.00 per hour when only one residence or location is affected and at the rate of \$500.00 per hour in all other cases that the Engineer determines the Contractor has not complied.**

s 17.5 The Contractor is advised that the corridor has Transit service. Re-locations of stops can only be made with the approval of the Engineer.

s 17.6 Measurement and Payment

All traffic control required under this Contract for pedestrian access shall be performed as incidental work for which no direct payment will be made.

S - 18 (1404) MAINTENANCE OF TRAFFIC, (1707) PUBLIC SAFETY, AND (2563) TRAFFIC CONTROL

The provisions of 1404 are supplemented as follows:

s 18.1 Traffic Control

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular and/or pedestrian traffic passing through the work zone during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flaggers as required and sufficient barricade weights to maintain barricade stability.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. At least one of these individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference. The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

1. Rochester Public Works Department (507) 328-2400
2. Rochester Police Department (507) 328-2800
3. Local Fire Department (507) 328-6300
4. City/Township Clerk (507) 328-2900

The Contractor shall, at the pre-construction conference, designate a Work Zone Safety Coordinator who shall be responsible for safety and traffic control management in the Project work zone. The Work Zone Safety Coordinator shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall work zone safety and traffic control management for the Project. The responsibilities of the Work Zone Safety Coordinator shall include, but not be limited to:

- Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.

- Establishing contact with local school district, government, law enforcement, and emergency response agencies affected by construction before work begins.
- Maintaining a record of all known crashes within a work zone. This record should include all available information, such as: time of day, probable cause, location, pictures, sketches, weather conditions, interferences to traffic, etc. These records shall be made available to the Engineer upon request.

The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with the Traffic Control Layouts, these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected. The person performing the inspection shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

s 18.2 Maintenance and Staging of Traffic Control:

The Contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project. The Contractor shall fully expect to employ significant measures to control and maintain pedestrian, vehicular traffic throughout the life of the project. The major phases of construction are as follows:

Construction and Traffic Control Phases

ADVANCE SIGNING SHALL BE INSTALLED 7 DAYS BEFORE CONSTRUCTION IS TO BEGIN as approximately located in the plan and as approved by the Engineer. The Contractor shall notify the Engineer at least five (5) working days in advance of his intent to close lanes.

Prior to the start of the work, the contractor shall submit detailed traffic control plans for approval by the engineer. The Traffic Control Plan shall present the traffic control devices and layouts required for each stage of work. The plan shall also indicate maintenance and routing of pedestrian traffic throughout the project corridor.

The contractor is hereby advised that the phasing, construction staging, the work sequencing, and the maintenance of pedestrian and vehicular traffic control and related signage are critical on this project.

The contractor shall fully expect to employ significant measures to control and maintain pedestrian and vehicular traffic throughout the life of the project. The plan set includes a Construction Staging Plan and Traffic Control Plan sheets presenting **3 major stages**, it may be possible to work multiple stages at the same time, however for traffic maintenance purposes consecutive stages shall not be grouped into a single stage. The major stages are as follows:

All Stages

1. Contractor shall coordinate pedestrian access to private property by providing three (3) days notice to the property owners regarding access disruptions or changes to access. In addition this coordination includes the Contractor post signs notifying the renter/parkers.

Stage 1 North project limit to south property line of 220 1st Ave SW:

Important Dates

This phase shall be completed through the new concrete surface on or before **September 22, 2013**

1. Pedestrian facilities shall be closed through the work area, except where business access is required.



2. Contractor shall provide and coordinate access accommodations for business access and deliveries as required. In addition this coordination includes TPAR.

Stage 2 South property line of 220 1st Ave SW to and including ped ramp at 1st Ave & 3rd St SW:

Important Dates

This phase shall be completed through the new concrete surface on or before **October 6, 2013**

1. Pedestrian facilities shall be closed through the work area.

Stage 3 3rd St. SW at 1st Ave. SW to east project limit:

Important Dates

This phase shall be completed in its entirety on or before **October 18, 2013**

1. Pedestrian facilities shall be closed through the work area.

The Contractor shall also reference Division SS, Traffic Signals, for traffic control requirements associated with the signal work.

At all times throughout this project, the Contractor shall keep all directly affected property owners informed as to the appropriate access route being provided and maintained for them.

A traffic flow pattern on city streets shall be maintained to provide emergency vehicle access to all property. Fire hydrants, on or adjacent to the work, shall be kept accessible to firefighting equipment at all times. All street closings shall be approved by the city prior to closing. The temporary closing of any streets will require the installation of sufficient barricades, fences, and signs, to adequately deter traffic from entering the sites. If the streets are not closed, one lane of traffic shall be maintained at all times, and signs installed indicating "local traffic only".

Haul routes shall generally be along C.S.A.H. streets or trunk highways, and coordinated with the engineer.

s 18.3 Measurement and Payment

No measurement will be made of the various Items that constitute Traffic Control but all such work will be construed to be included in the single Lump Sum payment under Item 2563.601 (Traffic Control)

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2563.601	TRAFFIC CONTROL.....	L S

S - 19 (1506) SUPERVISION BY CONTRACTOR

The provisions of MnDOT 1506 are supplemented as follows:

At the Preconstruction Conference the Contractor shall designate in writing who the competent superintendent and competent individual (if different) will be for this Project. These persons can only be changed throughout the duration of the Project by submission of written authorization to the Engineer by the Contractor. The submittal of these persons shall be done before any work is performed on this Project.

The Contractor will be subject to an hourly charge for failure to comply with the requirements of MnDOT 1506. Non-Compliance charges, for each incident, will be **assessed at a rate of \$100 per hour**, for each hour or portion thereof, during which the Engineer determines that the Contractor has not complied. No charge will be made if the deficiency is corrected within one (1) hour of notification.

An incident of Non-Compliance will be defined as the receipt of a written work order by the Contractor with instructions to correct a deficiency.

S - 20 (1507) UTILITY PROPERTY AND SERVICE

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of MnDOT 1507, except as modified below:

s 20.1 The provisions of MnDOT 1507.1 B are hereby deleted and the following substituted therefore:

B Gopher State One Call

The Contractor shall:

(1) Mark the proposed excavation in accordance with the Minnesota State Statute 216D color code before contacting "Gopher State One Call." The Contractor shall mark proposed excavation area with white paint and white flags or in lieu of white flags, white stakes may be used. The Contractor must adhere to all requirements of Gopher State One Call in addition to the following:

The white markings must delineate the **actual excavation area** where the locating of underground facilities is required. All flags and stakes shall display the name, and phone number of the Contractor. All areas of proposed excavation shall be considered "practical" for the use of white markings, pursuant to Minnesota Statutes §216D.05 (2).

(2) Call "Gopher State One Call" at least 48 hours (excluding Saturdays, Sundays, and holidays) before starting excavation operations.

(3) The Contractor shall acquire a Positive Response confirmation from MnDOT for all proposed excavations when the Gopher State One Call has indicated MnDOT utilities may be affected. The Contractor may call MnDOT Electrical Services Section (ESS) Dispatch Locating to confirm the status of Utility infrastructure owned by MnDOT. MnDOT Electrical Services Section (ESS) Dispatch Locating can be contacted at the following phone numbers; (651) 366 -5750 or (651) 366-5751. The Contractor shall be responsible for all damage to MnDOT owned Utility infrastructure if a Positive Response confirmation has not been acquired from MnDOT. The Contractor is required to comply with the provisions of Minnesota Statutes chapter 216D when performing Excavation as defined in Minnesota Statutes §216D.01 (subdivision 5), and will be responsible for damages to facilities in accordance with Minnesota Statutes §216D.06.

s 20.2 All utilities that relate to this Project are classified as "Level D," unless the Plans specifically state otherwise. This utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection and depiction of existing subsurface utility data."

s 20.3 By bidding on this Contract, the bidder agrees that it shall use the Plan to identify the location of MnDOT drainage facilities as satisfying the requirements of Minnesota Statutes Ch. 216D and Minnesota Rules 7560.0250 with respect to MnDOT's storm water drainage facilities.

s 20.4 The following utility owners have existing facilities that may be affected by the work under this Contract, all of which they intend where necessary to relocate or adjust in advance of or concurrently with the Contractor's operations.

Full Name	Company	Description	Business Phone
Steve Hyke	MN Energy Resources	Gas - Yellow	(507) 529-5104
Ron Muller	Charter Communications	Cable-Orange	(507) 285-6164
Wally Carlson	Mayo Clinic Facilities	Other	(507) 266-8142
Kay Klemmer	Northern Natural Gas	Gas - Yellow	(507) 451-7760 3202
Pat Lynch	Zayo Bandwidth	Fiber Optics - Orange	(952) 230-4288
Rick Wellik	Peoples Cooperative Power	Communications - Orange	(507) 288-4004
Brian Engen	Peoples Cooperative Power	Communications - Orange	(507) 288-4004
Doug Feine	Public Works OWEF	Steam - Yellow	(507) 328-7033
Chad O'Connor	Centurylink	Telephone - Orange	(507) 285-2059
Donn Richardson	Rochester Public Utilities	Water Dept - Blue	(507) 280-1509



Mike Engle	Rochester Public Utilities	Electric - Red	(507) 280-1579
Steve Cook	Rochester Public Utilities	Electric - Transmission	(507) 280-1590
Eric Loftus	Rochester Public Works	Sewer - Green	(507) 328-2437

s 20.5 Utilities

Minnesota Energy Resources Corporation.

Centurylink.

Rochester Public Utilities (Underground Electric)

s 20.6 The Contractor shall coordinate his/her work and cooperate with the foregoing utility owners and their forces in a manner consistent with the provisions of MnDOT 1507 and the applicable provisions of MnDOT 1505.

s 20.7 The City of Rochester utilities that are affected such as storm sewer, sanitary sewer, and water supply have been included in the Plan for adjustment or relocation. The Contractor shall notify Doug Nelson, Manager of Engineering at telephone (507) 328-2423, in advance of the date he intends to start work and he shall furnish that office with such information as may be necessary to permit the responsible authorities to make suitable arrangements relative thereto.

s 20.8 The Contractor shall verify all underground utility locations and elevations prior to construction. (Gopher State One Call 1-800-252-1166)

S - 21 (1710) TRAFFIC CONTROL DEVICES

All traffic control devices and methods shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), Minnesota Standard Signs Manual, the Traffic Engineering Manual, and the following:

In accordance with the MN MUTCD all sign supports shall be crashworthy. Signs installed on barricades, barricade sign combinations, and all other portable supports shall be crashworthy. This includes all new and used Category I and Category II devices.

The Contractor shall provide the Project Engineer a Letter of Compliance stating that all of the Contractors Category I and II Devices are NCHRP 350 approved as of July 1, 2006. The Letter of Compliance must also include approved drawings of the different signs and devices and shall be provided to the Project Engineer at the Pre-construction meeting.

S - 22 (1717) AIR, LAND AND WATER POLLUTION

The provisions of MnDOT 1717 are supplemented and/or modified with the following:

s 22.1 Discovery Of Contaminated Materials And Regulated Wastes.

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop work in the vicinity, notify the Engineer, and request suspension of work in the vicinity of the discovery area, in accordance with MnDOT 1803.4.

A documented inspection and evaluation will be conducted prior to the resumption of work. The Contractor shall not resume work in the suspected area without authorization by the Engineer.

(A) Indicators of contaminated soil, ground water or surface water include, but are not limited to the following:

- (1) Odor including gasoline, diesel, creosote (odor of railroad ties), mothballs, or other chemical odor.
- (2) Soil stained green or black (but not because of organic content), or with a dark, oily appearance, or any unusual soil color or texture.
- (3) A rainbow color (sheen) on surface water or soil.

(B) Indicators of regulated wastes include, but are not limited to the following:

- (1) Cans, bottles, glass, scrap metal, wood (indicators of solid waste and a possible dump)
- (2) Concrete and asphalt rubble (indicators of demolition waste).
- (3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or any fibrous material (indicators of demolition waste that could contain asbestos, lead or other chemicals).
- (4) Culverts or other pipes with tar-like coating, insulation or transite (indicators of asbestos).
- (5) Ash (ash from burning of regulated materials may contain lead, asbestos or other chemicals).
- (6) Sandblast residue (could contain lead).
- (7) Treated wood including, but not limited to products referred to as green treat, brown treat and creosote (treated wood disposal is regulated).
- (8) Chemical containers such as storage tanks, drums, filters and other containers (possible sources of chemical contaminants).
- (9) Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily wastes) and cesspools (could contain chemical or oily wastes).

s 22.2 MnDOT 1717.2 A2 is hereby deleted and replaced with the following:

A2 During Construction

The Contractor shall implement the Project's Storm Water Pollution Prevention Plan. The Contractor shall schedule and install temporary and permanent sediment and erosion control measures, construct ponds and drainage facilities, finish earth work operations, place topsoil, establish turf, and conduct other Contract work in a timely manner to minimize erosion and sedimentation.

All exposed soil areas with continuous positive slopes that are within 60 m (**200 feet**) of a public water shall have temporary or permanent erosion protection within 24 hours after the construction activity in that portion of the site has temporarily or permanently ceased and connection is established to the public water. All other positive slopes to constructed surface waters, such as permanent storm water treatment ponds, curb and gutter systems, storm sewer inlets, temporary or permanent drainage ditches, or other storm water conveyance systems, shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 14 days after construction activity has temporarily or permanently ceased in that area. For those drainage areas that have a discharge point within 1 mile and flows to an impaired or Special Waters shall have temporary erosion protection or permanent cover for the exposed soil areas as soon as practicable but no later than 7 days after construction activity has temporarily or permanently ceased in that area. Impaired and Special Waters are defined as those listed and referenced in the NPDES Permit.

Positive slopes adjacent to public waters and wetlands will be stabilized at the close of each day when weather forecasts for rain that evening, and/or overnight including weekends. Once work is completed it will be stabilized permanently as soon as practical but no later than seven days.

Exposed soil areas do not include; stockpiles or surcharge areas of sand, gravel, aggregate, concrete, bituminous, or road bed and surfacing material. A perimeter sediment barrier may be necessary to minimize loss when these are within the 60 m (200 feet) of existing surface waters or the property edge.



The bottom of temporary or permanent drainage ditches or swales constructed to drain water from a construction site must be stabilized with erosion control measures for the last 60 m (**200 feet**), or more when conditions warrant, from the property edge or from the point of discharge to any existing surface water. Stabilization shall be completed within 24 hours after the construction activity in that portion of the ditch has temporarily or permanently ceased. Ditch stabilization will continue concurrently with construction activities but no later than 14 days after construction activities have permanently or temporarily ceased. Any, culvert pipe or storm sewer pipe that is within the cumulative distance is not part of this distance. Ditch checks may be provided where necessary to slow water flow and capture sediment.

Temporary or permanent ditches used as treatment systems will not need to be stabilized but must provide the proper Best Management Practices for the treatment system.

Pipe outlets shall be provided with temporary or permanent energy dissipation within 24 hours of connecting the pipe to any constructed or existing surface waters.

The Contractor shall limit the surface area of erodible soil that can be exposed to possible erosion at any one time when the permanent erosion control features are not completed and operative.

All liquid and solid wastes generated by concrete washout operations must be contained and not have the opportunity to come in contact with the surface waters or ground water. This includes the ditches, slopes to ditches, curb and gutter/storm sewer systems, and ponds. Areas where there are sandy soils, karsts, and high ground water the washout facility must have an impermeable liner. Liquid and solid wastes must be disposed of properly. A concrete washout sign must be installed adjacent to each washout facility to notify personnel.

s 22.3 MnDOT 1717.2E is hereby deleted and replaced with the following:

E Site Plans

The Engineer may require the Contractor to submit a site plan, in writing, detailing proposed erosion control and sediment control measures and a schedule indicating starting and completion times for construction operations working in water bodies and/or in direct proximity to waters of the state.

Contractor shall not start work in the affected areas until the schedule and site plan have been accepted by the Engineer and all materials and equipment for the activity are on site.

F Compensation

The borings indicate that regulated wastes (i.e. construction debris, brick, concrete block, etc) will be encountered when trenching in 2nd Avenue SW. If the material encountered is unsuitable for trench backfill, then the Contractor shall haul and dispose of the material at an approved demolition landfill site. Contractor shall be compensated on a cubic yard loose volume basis (truck measure) for the removal and disposal of said material.

Contractor shall also be compensated on a cubic yard loose volume basis for granular material for backfill for the quantity of debris hauled from the site. The quantity of granular backfill shall be based on the quantity of debris hauled from the site and disposed of at an approved demolition landfill.

S - 23 (1803) PROSECUTION OF WORK

The provisions of MnDOT 1803 are supplemented and/or modified with the following:

s 23.1 SPECIAL PROJECT ADA REQUIREMENTS

All pedestrian facilities and shared trails on this Project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG) which can be found at: <http://www.access-board.gov/prowag/draft.htm>. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet the PROWAG guidelines as the need arises and field conditions dictate.

(A) The Contractor must designate a responsible person familiar with PROWAG to assess proposed sidewalk layouts at each site before work begins. Any time work the Contractor is performing concerns pedestrian facilities, the Contractor's representative shall be on site.

(B) Pedestrian facilities must be constructed to meet the following criteria:

(1) Pedestrian Access Routes (PAR) must be constructed to meet the following:

- Minimum 4 feet width.
- A maximum cross slope of 2.0%.
- Vertical discontinuities must be less than 0.25 inches.
- Must provide positive drainage without allowing any ponding.

(2) Landings are part of the PAR and must be constructed to meet the following:

- 4 feet by 4 feet minimum width.
- Maximum slope of 2.0% in all directions.
- Required at all locations where the PAR changes directions.
- Must be connected to the PAR.

(3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:

- Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
- Longitudinal slopes between 5 - 8.3% in the direction of travel require a landing at the top of the ramp.

(C) If the Contractor constructs any pedestrian or shared-use trail facilities that are not per Plan, do not meet the above requirements, or do not follow the agreed upon resolution, the Contractor shall be responsible for correcting the deficient facilities with no compensation paid for the corrective work. To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the following three steps:

(1) The Contractor shall use the appropriate ramp details in the Plan and identify the removal limits for the sidewalk and curb and gutter. If Contractor determines the removal limits are not adequate to meet PROWAG, the Contractor shall stop work immediately and consult the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may finish the removals.

(2) Prior to pouring each curb and gutter segment, the Contractor must verify the zero height curb and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge. The Contractor shall also verify the proposed curb flow lines will provide positive drainage as well as maintain existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flowline and no vertical discontinuities. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

(3) After the curb has been correctly poured, the Contractor has set the sidewalk forms, and prior to placing the concrete curb ramps/sidewalks, the Contractor shall verify the requirements above will be achieved. If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution.



Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.

(D) It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to layout all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, and ramp limits. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility. This layout work shall be incidental with no extra compensation paid.

(E) The Contractor shall utilize measures and methods when working near existing buildings that will avoid damaging the building's face or structure. The contractor will be responsible for any damage to the building's face or structure, both below and above ground. Any damage resulting from Contractor operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.

(F) The Contractor shall round all joints and edges of the walk with a ¼ inch radius edging tool, contraction joints shall extend to at least 30 percent of walk thickness and shall be approximately 1/8 inch wide as per MnDOT 2521. The Contractor shall also have the option of providing saw cuts to construct the sidewalk joints. This work shall be considered incidental and no extra compensation paid.

s 23.2 SPECIAL PROJECT ADA REQUIREMENTS

All pedestrian facilities and shared trails on this Project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG) which can be found at: <http://www.access-board.gov/prowag/draft.htm>. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet the PROWAG guidelines as the need arises and field conditions dictate.

(A) The Contractor must designate a responsible person familiar with PROWAG to assess proposed sidewalk layouts at each site before work begins. This person must be on site at all times that any work concerning pedestrian facilities is being performed.

(B) Pedestrian Access Routes must be constructed meet to the following criteria:

- (1) Pedestrian Access Routes (PAR) must be constructed to meet the following:
 - Minimum 4 feet width.
 - A maximum cross slope of 2.0%.
 - Vertical discontinuities must be less than 0.25 inches.
 - Must provide positive drainage without allowing any ponding.
- (2) Landings are part of the PAR and must be constructed to meet the following:
 - 4 feet by 4 feet minimum width.
 - Maximum slope of 2.0% in all directions.
 - Required at all locations where the PAR changes directions.
 - Must be connected to the PAR.
- (3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:
 - Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
 - Longitudinal slopes between 5 - 8.3% in the direction of travel require a landing at the top of the ramp.

(C) If the Contractor constructs any pedestrian or shared-use trail facilities that are not per Plan, do not meet the above requirements, or do not follow the agreed upon resolution, the Contractor shall be responsible for correcting the deficient facilities with no compensation paid for the corrective work. To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the following three steps:

- (1) The Contractor shall use the appropriate ramp details in the Plan and identify the removal limits for the sidewalk and curb and gutter. If Contractor determines the removal limits are not adequate to meet PROWAG, the Contractor shall stop work immediately and consult the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may finish the removals.
- (2) Prior to pouring each curb and gutter segment, the Contractor must verify the zero height curb and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge. The Contractor shall also verify the proposed curb flow lines will provide positive drainage as well as maintain existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flowline and no vertical discontinuities. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter..
- (3) After the curb has been correctly poured, the Contractor has set the sidewalk forms, and prior to placing the concrete curb ramps/sidewalks, the Contractor shall verify the requirements above will be achieved. If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.

(D) It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to layout all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, and ramp limits. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility. This layout work shall be incidental with no extra compensation paid.

(E) The Contractor shall utilize measures and methods when working near existing buildings that will avoid damaging the building's face or structure. The contractor will be responsible for any damage to the building's face or structure, both below and above ground. Any damage resulting from Contractor operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.

(F) The Contractor shall round all joints and edges of the walk with a ¼ inch radius edging tool, contraction joints shall extend to at least 30 percent of walk thickness and shall be approximately 1/8 inch wide as per MnDOT 2521. The Contractor shall also have the option of providing saw cuts to construct the sidewalk joints. This work shall be considered incidental and no extra compensation paid.

Use on all jobs that have pedestrian signal system work.

(G) All pedestrian signal systems should be installed as shown in the Plan and must be constructed to meet the following criteria. The Contractor shall verify that the proposed push button locations will meet all of the following criteria before proceeding with the installation of the pedestrian push button system:

- Pedestrian push buttons shall be oriented with the button facing towards the intersection and the button face placed parallel to the outside edge of the crosswalk.
- Pedestrian push buttons shall be a minimum of 4 feet and a maximum of 10 feet from the back of curb/edge of roadway, but may be placed 1.5 feet to 4 feet from the back of curb/edge of roadway if mounted on a signal pole as indicated in the Plan or as approved by the Engineer.



- Pedestrian push buttons shall be located at the outside crosswalk edge and shall be no more than 5 feet offset from the projected outside edge of the crosswalk/outside edge of detectable warnings.
- Pedestrian push buttons shall be a minimum of 10 feet apart, except in islands and medians, where the minimum separation is 5 feet.
- Each pedestrian push button shall have a landing immediately adjacent to the push button face with minimum dimensions of 4 feet by 4 feet and a maximum slope of 2.0% in all directions. Center the push button on the landing if possible to do so without violating any of the requirements listed in this Special Provision. The landing must be connected to the Pedestrian Access Route.
- A 6-foot wide clear distance between obstructions shall be maintained wherever it is possible to do so for snow removal purposes.
- The push buttons shall be mounted at a height of 42 inches as indicated in the Plan.
- If it is possible to mount a push button on a signal pole and meet all the criteria listed in this Special Provision, then the push button shall be mounted on signal pole and the unused push button station components shall be considered surplus materials and delivered to MnDOT Electrical Services.
- Crosswalks shall be striped in a straight alignment between the outside edges of the detectable warnings with no kinks unless the crosswalks are shown as kinked in the Plan.
- The Contractor shall maintain all working points marked by the surveyor and use the working points to layout push button locations in accordance with the Plans and Special Provisions. The Engineer will verify the proposed push button locations are acceptable prior to construction.

If any of these conditions cannot be met, the Contractor shall consult with the Engineer to determine a resolution. Once the Engineer and the Contractor reach an agreement on how to proceed, the Contractor may proceed. If the Contractor constructs any pedestrian push button systems or pedestrian facilities which do not meet the criteria or the agreed upon resolution, the Contractor will be responsible for correcting the deficiencies with no compensation paid for the corrective work.

To help ensure signal systems are properly constructed the Contractor must adhere to the following practices:

- All push button station bases shall be poured either concurrently with or after the adjacent sidewalk pour.
- Signal pole foundations which are being constructed in or adjacent to sidewalk shall be constructed in accordance with the applicable MnDOT Standard Plate 8120 or 8126. If a push button is proposed to be mounted on a signal pole, the Contractor shall determine the finished grade of the top of proposed sidewalk prior to pouring the signal pole foundation. The signal pole foundation shall not be more than 8 inches above the finish grade of the sidewalk and must still meet the vertical clearance requirements of the applicable MnDOT Standard Plates 8120 or 8126. If this is not possible, the Contractor shall consult with the Engineer to determine the appropriate solution.

S - 24 (1806) DETERMINATION OF CONTRACT TIME

The contract time will be determined in accordance with the provisions of 1806 and the following:

s 24.1 Construction operations shall be started within eight (8) Calendar Days after the date of Notice of Contract Approval, whichever is later. Construction operations shall not commence prior to Contract Approval.

s 24.2 All work required by these contract documents shall be initiated after **Sept 3, 2013** completed no later than **October 18, 2013**.

s 24.3 The Contractor shall also reference section (1404) Maintenance of Traffic, (1707) Public Safety, And (2563) Traffic Control Traffic Signals, for critical project timeframes and dates found elsewhere in the proposal.

S - 25 INCIDENTAL WORK

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made therefore. Incidental items include, but are not limited to the following:

- Abandon and plugging existing electrical outlets, other than paid for in the plans
- Salvage and reinstall parking meters
- Protection of existing building edges and abutting sidewalk
- Abandon existing conduit
- Disposal of excess excavation.
- Class 2 aggregate for foundation
- All additional expenses associated in the Hand Work Zone of the Tree Protection Zone
- Construction operation delays as required by project staging
- Erosion Control BMP's:
 - Concrete Washout Operations
 - Street Sweeping
- Maintaining access to private property.
- Reinforcing bars and dowels.
- Fine grading of subgrade and subgrade preparation
- Preparation of aggregate base for paving
- Verify/provide concrete sills under electrical bases, door entrances
- Joint Filler and Sealant
- Pavement cutting
- Water & Dewatering

S - 26 (1904) EXTRA AND FORCE ACCOUNT WORK

The provisions of MnDOT 1904 are supplemented and/or modified with the following:

s 26.1 The Contractor is required to submit force account work itemized statements of costs in accordance with MnDOT 1904 to the Engineer on MnDOT form TP-21659 (Summary of Daily Force Account). Copies of this form can be obtained from the Engineer.

s 26.2 The following sentence shall be added to the second paragraph of MnDOT 1904:

"Under no circumstance will the negotiated unit price for Extra Work which is performed by a subContractor include a Prime Contractor allowance which exceeds that provided for in 1904(4), Paragraph 3."

S - 27 (2021) MOBILIZATION

The provisions of MnDOT 2021 are hereby deleted and replaced with the following:

s 27.1 DESCRIPTION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site; for the establishment of all Contractor's offices and buildings or other facilities necessary for work on the Project. Mobilization may include



bonding, permit, and demobilization costs. When the proposal does not have a lump sum item for Mobilization, all costs incurred by the Contractor for Mobilization shall be incidental to other work.

s 27.2 BASIS OF PAYMENT

Based on the lump sum Contract price for mobilization, partial payments will be made as follows:

Mobilization Partial Payments		
% of Original Contract Amount Completed ¹	Pay Lesser of the Two	
	% of Mobilization	% of Original Contract Amount
5	50	3
15	75	5
25	100	5
95	100	N/A

¹ The Percent of Original Contract Amount Completed = the amount earned by the Contractor, excluding money earned for mobilization and material on hand, divided by the total value of the original contract (all bid items).

The total sum of all payments shall not exceed the original Contract amount bid for the mobilization item, regardless of the fact that the Contractor may have, for any reason, shut down work on the Project or moved equipment away from the Project and then back again.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2021.501	MOBILIZATION.....	LS

S - 28 (2101) CLEARING AND GRUBBING

Clearing and grubbing operations shall be performed in accordance with the provisions of MnDOT 2101 and the following:

s 28.1 Burning or burying timber, stumps, roots or other debris will not be permitted.

s 28.2 The first paragraph of MnDOT 2101.3D Disposal Limitations, is revised to read as follows:

The Contractor shall dispose of trees, brush, stumps, roots, and other debris or byproducts by chipping, marketing, ~~or burning~~. The Contractor:

s 28.3 MnDOT 2101.3D(5) under Disposal Limitations, is revised to read as follows:

(5) Shall not bury trees, brush, stumps, roots, and other debris or by-products within the State Right of Way or City Property.

s 28.4 MnDOT 2101.3D6 Burying, is hereby deleted in its entirety.

s 28.5 The first paragraph of MnDOT 2101.4B Area Basis, is revised to read as follows:

When the hectare is the unit, quantities will be determined by measuring (to the nearest 0.02 hectare **(0.05 acre)**) all areas cleared and all areas grubbed, within the limits shown in the Plans or staked by the Engineer. All measurements will be made horizontally to points 3 m (**10 feet**) outside the trunks

of qualifying trees or stumps on the perimeter of the area being measured. Separate areas smaller than 0.02 hectare (**0.05 acre**) will be considered to be 0.02 hectare (**0.05 acre**).

s 28.6 The first paragraph of MnDOT 2101.5 Basis of Payment, is revised to read as follows:

Payment for the accepted quantities of clearing and grubbing at the Contract prices per unit of measure will be full compensation for all removal and disposal costs, including the costs of securing outside disposal sites as needed and of carrying out the specified treatment in disposing of elm, oak wilt infected red oaks, pine, and marketable trees.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2101.502	CLEARING.....	TREE
2101.507	GRUBBING	TREE

S - 29 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

Section 2104 is hereby supplemented to include the following:

The Owner shall have the option of removing and salvaging all items such as fences, gates, light standards, poles, etc. If the Owner does not remove such items prior to construction, they shall be removed by the Contractor and shall be considered incidental to the Contract unless specific bid items are included.

All debris and excess materials removed from the project shall be disposed of by the Contractor off the project site. No burying of debris will be permitted.

Sewers within the trenching limits shall be removed and sewers outside of the trench limits shall be plugged all as incidental expense.

Abandoning of existing storm sewers shall be filled with granular material and capped watertight. Filling and capping of the abandoned sewer pipe shall be considered incidental work for which no direct payment will be made.

s 29.1 **Item 2104.503-5 "Remove Concrete Pavement, Drive, and Sidewalk"** Shall include the removal of existing concrete pavements as noted on the plans, including brick as noted. Measurement and payment shall be made based on surface area and shall be compensation for the total depth of the concrete pavements at the contract unit price per square yard, which shall be compensation in full for all labor, equipment, and materials necessary to remove and dispose of the concrete pavements.

s 29.2 **Item 2104.511/2521.603 "Sawing Concrete Pavement"** If no pay item is included then it is incidental to the project otherwise, shall include saw cutting of concrete paving along the removal line. Measurement and payment shall be made at the contract unit price per linear foot, which shall be compensation in full for all labor, equipment, and materials necessary to saw cut to provide a clean edge.

s 29.3 **Measurement and payment** for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1403.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2104.505	REMOVE CONCRETE WALK.....	S Y
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F

S - 30 (2521) CONCRETE WALK

Concrete walk shall be performed in accordance with the provisions of MnDOT Section 2521 Rochester Detail Plate 2-13&14, and the following:



s 30.1 **Aggregates for Concrete Walk and pedestrian ramps**

The Contractor shall place a minimum of **4 inches** of compacted aggregate base Class 2 (in compliance with MnDOT 3137, and/or 3138), under all concrete walks constructed as an incidental expense to the walk.

s 30.2 **Item 2521.501 “ ” Concrete Walk”** is provided for all sidewalk along the project corridor, excluding pedestrian ramps, driveways, exposed aggregate, and colored sidewalk areas.

s 30.3 **Item 2521.501 “ ” Concrete Walk-Exposed Aggregate”** when called for, Concrete Mix No. 3A36EX shall be used.

s 30.4 MnDOT 2521.3C3 is hereby modified to include the following provision:

After completing final finishing operations, cure all exposed concrete surfaces. Use one of the following curing methods:

- (1) Place the membrane curing compound conforming to 3754 or 3755 within 30 minutes of concrete placement or once the bleed water has dissipated, unless the Engineer directs otherwise in accordance with 2521.3.E.1.a. Place the membrane curing compound on the edges within 30 minutes after permanent removal of the forms or curing blankets, unless the Contract requires otherwise.
- (2) Place plastic curing blankets or completely saturated burlap curing blankets as soon as practical without marring the surface in accordance with 2521.3.E.1.b.

Failure to comply with these provisions will result in the Engineer applying a monetary deduction in accordance with 1503. When there is not a separate Contract unit price for Structural Concrete, the Department will apply a monetary deduction of \$50.00 per cu. yd [\$65.00 per cu. m] or 50 percent of the Contractor-provided invoice amount for the concrete in question, whichever is less.

Whenever weather conditions are such as to cause unusual or adverse placing and finishing conditions, expedite the application of a curing method or temporarily suspend the mixing and placing operations, as the conditions require.

If necessary to remove the coverings to saw joints or perform other required work, and if the Engineer approves, remove the covering for the minimum time required to complete that work.

C3a Curing Methods

C3a(1) Membrane Curing Method

Before application, agitate the curing compound as received in the shipping container to obtain a homogenous mixture. Protect membrane curing compounds from freezing before application. Handle and apply the membrane curing compound in accordance with the manufacturer's recommendations.

Apply the curing compound with an approved airless spraying machine in accordance with the following

- (1) At a rate of 1 gal per 150 sq. ft (1 L per 4 m²) of surface curing area.
- (2) Apply homogeneously to provide a uniform solid white opaque coverage on all exposed concrete surfaces (equal to a white sheet of typing paper). Some MnDOT approved curing compounds may have a base color (i.e. yellow) that cannot comply with the above requirement. In this case, provide a uniform solid opaque consistency meeting the intent of the above requirement.
- (3) If the curing compound is damaged during the curing period, immediately repair the damaged area by re-spraying.

The Engineer will approve the airless spraying machine for use if it is equipped with the following:

- (1) A re-circulating bypass system that provides for continuous agitation of the reservoir material,
- (2) Separate filters for the hose and nozzle, and

- (3) Multiple or adjustable nozzle system that provides for variable spray patterns.

If the Engineer determines that the initial or corrective spraying may result in unsatisfactory curing, the Engineer may require the Contractor to use the blanket curing method, at no additional cost to the Department.

C3a(2) Curing Blanket Method

After completion of the finishing operations and without marring the concrete, cover the concrete with curing blankets. Install in a manner that envelops the exposed concrete and prevents loss of water vapor. After the concrete has cured, apply membrane curing compound to the concrete surfaces that will remain exposed in the completed work.

C3b Protection Against Rain

Protect the concrete from damage due to rain. Have available, near the site of the work, materials for protection of the edges and surface of concrete. Should any damage result, the Engineer will suspend operations until the Contractor takes corrective action and may subject the rain-damaged concrete to 1503 and 1512.

C3c Protection Against Cold Weather

If the national weather service forecast for the construction area predicts air temperatures of 36 °F [1 °C] or less within the next 24 h and the Contractor wishes to place concrete, submit a cold weather protection plan.

Protect the concrete from damage including freezing due to cold weather. Should any damage result, the Engineer will suspend operations until corrective action is taken and may subject the damaged concrete to 1503 and 1512.

C3c(1) Cold Weather Protection Plan

Submit proposed time schedule and plans for cold weather protection of concrete in writing to the Engineer for acceptance that provides provisions for adequately protecting the concrete during placement and curing. Do not place concrete until the Engineer accepts the cold weather protection plans.

s 30.5 MnDOT 2521.3E is hereby deleted and replaced with following:

E Backfilling

Protect newly placed concrete from damage by adjacent vibratory or backfilling operations for a minimum of 24 hours. Perform vibratory operations and backfilling 72 hours after placing the concrete or after the concrete reaches a compressive strength of at least 3,000 psi [20.7 Mpa]. The Engineer will cast, cure, and test the concrete control specimens in accordance with 2461.3G5. If damage results from any of these operations the Engineer will suspend all operations until corrective action is taken and a new method is approved. The Engineer may subject damaged concrete to 1503 and 1512.

The Contractor may hand operate concrete consolidation equipment and walk behind vibratory plate compactors 24 hours after placing the concrete, and other equipment as approved by the Engineer in conjunction with the Concrete Engineer.

After curing, backfill or perform embankment construction to the elevations shown on the plans, without damaging the concrete. Use suitable grading materials from the excavation for backfill material in accordance with 2105, unless otherwise required by the Contract. Place and compact the backfill material in accordance with 2105.

Dispose of surplus excavated materials in accordance with 2105.

s 30.6 Measurement for concrete walk will be made by the top surface area in square feet as specified. The measurement will be taken from the outer most edge of the concrete walk. Payment will be made under Item 2521.501 (" CONCRETE WALK) at the Contract bid price per square foot, which shall be payment in full for all costs involved.



<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
2521.501	5" CONCRETE WALK	S F
2521.501	5" CONCRETE WALK-EXPOSED AGGREGATE.....	S F
2521.501	6" CONCRETE WALK	S F

S - 31 (2531) PEDESTRIAN CURB RAMP – TRUNCATED DOME SYSTEMS

This work consists of furnishing and installing Truncated Dome Systems (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines (PROWAG). This work shall be performed in accordance with the applicable MnDOT Standard Specifications, these Special Provisions, the details in the Plan, and the following:

s 31.1 Construction Requirements

The Contractor shall select a truncated dome product from the approved products list at <http://www.dot.state.mn.us/products/miscmaterials/truncateddomes.html>. The truncated domes shall be placed in concrete and shall be pressed firmly into the concrete to the point that concrete fills the vent holes on the truncated dome plates. No cutting of truncated domes will be allowed unless approved by the Engineer. Any swelling of the concrete that occurs around the truncated domes must be screeded off and the surrounding concrete shall be finished flush with the truncated dome plate edge. To ensure that the truncated domes are well seated in concrete, the Contractor should provide a 3 inch minimum border around the edges of the truncated domes.

s 31.2 The Contractor will be allowed to interchange 9 foot 5 inch and 10 foot radial truncated domes when either is called for in the Plan. If the Contractor does make a substitution, the Contractor will be required to modify the curb line radius to match the truncated domes and meet the detectable edge requirements listed in Section S-2531 (CONCRETE CURB AND GUTTER (ADA)) of these Special Provisions

s 31.3 Method of Measurement

The truncated dome area will be measured by the square foot.

s 31.4 Basis of Payment

Payment will be made under Item 2531.618 (Truncated Domes) at the Contract bid price per square foot, which shall be compensation in full for furnishing and installation of truncated domes.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2531.618	TRUNCATED DOMES.....	S F

S - 32 (2571-2) TREE PROTECTION AND RESTORATION OF VEGETATION

This work shall consist of providing protection for existing trees in accordance with the provisions of Mn/DOT 2571 and 2572, Section 1009 Tree Planting, Preservation, and Protection, Rochester Detail plates and the following:

s 32.1 The Contractor shall furnish, install, maintain, and remove snow fencing or other approved fencing at locations as directed by the Engineer.

s 32.2 The fencing shall be [4 foot] high (nominal) fencing placed 4 times the diameter from the base of the trees, or as directed by the Engineer. The Tree Protection shall be in place before any work is performed in the vicinity of the trees to be protected.

1009.2 Definition of Terms

A. Tree Protection Zone:

A specified area above and below ground and at a given distance from the trunk set aside for the protection of a tree's roots and crown to provide for the viability and stability of a tree to be retained where it is potentially subject to damage by development.

Tree Protection Zone by type shall be determined by the City Forester.

Minimum area specified shall be 4 times the diameter, measured 4'-6" above the ground.

B. Hand Work Zone:

A circumscribed square area around the Tree Protection Zone in which only hand held operating tools shall be used for removal or construction activities.

1009.3 Engineering Requirement

Trees and other vegetation worth preserving are to be protected and preserved to the maximum extent feasible during construction. Only those trees and other vegetation that have been evaluated as being necessary to be removed to allow for new construction will be removed. Trees and other vegetation that have been evaluated as worth saving and designated to remain will be properly protected during construction to maximize their survival rate. In order to achieve an appropriate balance between protecting trees and allowing necessary construction, the practices that follow will be employed.

All trees to be preserved on the property and all trees adjacent to the property shall be protected and maintained against damage during construction. The Engineer and Owner are to survey the job site before work is scheduled. Limits of disturbance are to be determined by the Engineer and Owner before work begins. Storage sites for soil, sand, pipe, hardware and equipment are to be determined by the Owner. Vehicle access routes are to be determined. All workers on the site shall be educated in tree preservation practices. Tree protection devices shall be placed before material deliveries, excavation, or grading begins and is to be maintained in good repair for the duration of the construction work, unless otherwise directed. Tree protection shall remain until the landscape restoration work begins.

1009.4 Construction Requirement

Protection of trees during construction (including remodeling and demolition): Prior to any site work, all trees to be preserved must be protected, signed, and maintained, in accordance with the Tree Preservation and Protection Standards. The level of tree protection by type will be as determined by the City Forester.

Tree Protection

Trees in the area of disturbance and in the vehicle access route are to be protected by fencing in the following manner:

No material shall be stored or construction operation shall be carried on within the tree protection fencing.

No protective devices, signs, utility boxes or other objects shall be nailed to the trees to be retained on the site.

Tree protection fencing shall be erected and approved by the Engineer at least 24 hours before construction begins.

Grade Changes

Grade cuts of 6" or more, shall be reduced or eliminated within the drip line and no cuts are allowed in the tree protection zone.

When fill of 4" or more is necessary within the drip line of a tree, a tree well shall be required and no fills are allowed in the tree protection zone.

Areas under tree drip lines disturbed by construction activity shall be mulched with a 2-3" deep layer of shredded bark mulch. Mulching shall be done within 4 hours of disturbance.

Trenching and Tunneling

Trenching shall be done outside the tree protection zone. Trenchless techniques shall be employed within the tree protection zone.



Pruning of branches shall be done under the requirements and direction of the City Forester.

s 32.3 Method of Measurement and Basis of Payment will be made of the type placed. Payment will be made under Item 2571.602 (Tree Protection Type) at the Contract bid price per each, which shall be compensation in full for furnishing, installing, maintaining and removing fencing and any additional expenses associated with the hand work zone.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
2571.602	TREE PROTECTION TYPE <u> </u>	EACH

S - 33 (2573) TEMPORARY EROSION CONTROL AND TURF ESTABLISHMENT

Temporary Erosion Control and Turf Establishment shall be performed in accordance with the provisions of MnDOT Section 2573 except as modified below:

s 33.1 **Inlet Protection:** shall be furnished and installed on all inlets discharging to surface water. Inlets in rough graded areas need protection to keep any sediment from being transported to a Water of the State, or filling up the pipes with sediment. Inlet protection is shown in the plans by type; see specification 3891. Devices approved by the MN/Department's Erosion Control Engineering Unit and on file on the web under the Materials Engineering Section's Approved Products List can be furnished as meeting this specification requirement.

Bidders are advised that payment for furnishing and installing temporary erosion control set forth in the foregoing area is for the initial installation and removal only. Any replacement components as may be necessary to maintain the temporary erosion control devices in a functional condition, to the satisfaction of the Engineer, during the tenure of this Contract shall be furnished, installed, maintained, and removed at the Contractor's expense.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2573.530	STORM DRAIN INLET PROTECTION	EACH

S - 34 (3891) STORM DRAIN INLET PROTECTION

The provisions of MnDOT 3891 are supplemented and/or modified with the following:

s 34.1 MnDOT 3891.3A Rock Log, is revised to read as follows:

Rock logs shall meet the requirements of 3897.2 Filter Log Type Rock Log.

s 34.2 MnDOT 3891.3B Compost Log, is revised to read as follows:

Compost logs shall meet the requirements of 3897.2 Filter Log Type Compost Log

S - 35 FINAL ESTIMATE AND FINAL PAYMENT

The following provisions shall apply to preparation of the Final Estimate and execution of Final Payment under this Contract:

s 35.1 Final Estimate

State Law provides that the final estimate will be made within 90 days after completion of all work required under this Contract. If, however, the total value of the Contract exceeds \$2,000,000.00, the 90 day requirement will not apply and the time allowed for making such final estimate shall be 180 days after the work under this Contract has been, in all things, completed to the satisfaction of the Commissioner.

s 35.2 Final Payment

If this Contract contains a "Disadvantage Business Enterprise or Targeted Group Business" goal, the following requirement shall apply:

"Before final payment is made, the Contractor shall also complete an affidavit showing the total dollar amounts of work performed by disadvantaged business enterprise (DBE) and targeted group business (TGB)."

DIVISION SL – LIGHTING REQUIREMENTS

SL 1 (1802) QUALIFICATION OF WORKERS

The provisions of MnDOT Specification 1802 are hereby supplemented with the following:

Signal and Lighting Certification will be required for all Contractors, Supervisors or Foremen involved in the field installation of the Traffic Signal and/or Lighting portion of this Project. Signal and Lighting Certification, Level II, is available through the MnDOT Office of Traffic, Safety, and Technology (OTST). Questions regarding certification or past certification may be directed to the MnDOT Office of Traffic, Safety, and Technology (OTST) at Telephone No. (651) 234-7055.

Certified Contractor personnel shall be on the Project work site at all times to perform or directly supervise the installation of a Traffic Signal System or a Lighting system.

SL 2 (2565) REMOVE AND SALVAGE

sl 2.1 Description

This work shall consist of removing light base foundations, manholes, and handholes and salvaging light poles and luminaries at the locations shown in the plans in accordance with the provisions of MnDOT 2104 and the following:

Salvaged items shall be stored and protected from damage by the contractor until ready for delivery to the City of Rochester. Any damage resulting from the Contractor's operations shall be repaired or replaced like in kind or better to that condition existing prior to the salvage operation.

sl 2.2 Materials

sl 2.3 Construction Requirements

A. Remove Light Base Foundation

Item 2104.509 (REMOVE LIGHT BASE FOUNDATION) shall consist of removing the in place light standard bases as indicated in the Plan. All holes remaining from the removal of the light standard base must be backfilled in accordance with MnDOT 2545.3C.

In place poles that are located on a light base foundation to be removed, at the locations shown in the Plans, shall be salvaged and delivered to the City.

All in place lighting cables for decorative lights shall be removed by the Contractor. Removed cables shall become the property of the Contractor. All in place lighting cables for davit poles (30') shall be removed by RPU.

In place conduit that is not removed as part of the light base foundation shall be abandoned.

B. Remove Manhole

Item 2104.509 (REMOVE MANHOLE) shall consist of removing the in place manhole as indicated in the Plan. All holes remaining from the removal of the manhole must be backfilled in accordance with MnDOT 2104. Removed manholes shall be disposed of outside the Right-of-Way.

C. Remove Handhole



Item 2104.509 (REMOVE HANDHOLE) shall consist of removing the in place handhole as indicated in the Plan. All holes remaining from the removal of the handhole must be backfilled in accordance with MnDOT 2104. Removed handholes shall be disposed of outside the Right-of-Way.

D. Salvage Luminaire

Item 2104.523 (SALVAGE LUMINAIRE) shall consist of removing and salvaging the luminaires and lamps as indicated in the Plan. Salvaged luminaires shall be delivered to storage location as specified herein, or as directed by the Engineer. Any damage to the salvaged luminaires resulting from the hauling operation shall be repaired and replaced at the Contractor's expense.

E. Salvage Lighting Unit

Item 2104.523 (SALVAGE LIGHTING UNIT) shall consist of salvaging the decorative lighting units as directed by the Engineer. The lighting unit includes pole, luminaire, lamp, transformer base, and base anchorage. Wiring to the salvaged lighting units shall be disconnected from any lighting units remaining in place. Salvaged lighting units shall be delivered to storage location as specified herein, or as directed by the Engineer. Any damage to the salvaged materials resulting from the hauling operation shall be repaired and replaced at the Contractor's expense.

F. Delivery of Salvaged Materials

Salvaged materials shall be disassembled as directed by the Engineer and, unless otherwise specified, shall be delivered to the City of Rochester, 24 Civic Center Drive, Rochester, MN 55904. The Contractor shall notify the City of Rochester (telephone 507-285-8993) at least three (3) normal working days in advance of the time the Contractor intends to deliver the salvaged materials. **THE ENGINEER SHALL BE NOTIFIED IN ADVANCE OF NOTIFICATION TO THE CITY.**

Any damage to the salvaged materials resulting from the hauling operation shall be repaired and replaced at the Contractor's expense.

SL 3 (2545) ELECTRIC LIGHTING SYSTEM

This work shall consist of furnishing labor, equipment, and materials for construction of an electric lighting system in accordance with the applicable provisions of MnDOT 2471, MnDOT 2545, current edition of the National Electric Code, the Plans, and the following:

sl 3.1 General

A. "As Built Plans"

The Contractor shall furnish "as built Plans" that contain any **changes** in the following:

- Cable locations.
- Conduit locations.
- Light pole locations.
- Feedpoint locations.
- Handhole locations.

Any discrepancy or additions between the final plan and how the lighting system was actually built **must be indicated** on the "as built plan".

The "as built Plans" shall be in a form that is satisfactory to the Engineer. The Contractor furnished "as built Plans" shall be considered incidental work.

B. Maintain Street Lighting

The Contractor shall work with RPU to maintain existing street lighting to the extent possible. The Contractor shall notify the Engineer prior to turning off existing lighting units. The Contractor shall have the lighting included in Stage 1 and Stage 2 construction operational prior to beginning work on Stage 3.

C. Locating Underground Utilities

The Contractor must adhere to all requirements of Gopher State One Call including the following:

The Contractor is responsible for marking the proposed excavation area by utilizing white markings. The white markings must delineate the actual excavation area where the locating of underground facilities is required.

sl 3.2 Materials

A. Shop Drawings

THE CONTRACTOR SHALL PROVIDE SHOP DETAIL DRAWINGS FOR ALL MATERIALS AND ELECTRICAL EQUIPMENT AS SPECIFIED IN THE CONTRACT DOCUMENT

B. Conduit

The Contractor shall furnish and install non-metallic conduit (N.M.C.) at the locations indicated in the Plans. The size of the conduit shall be as indicated in the Plan. All conduit shall be in accordance with the following:

1. Non-Metallic Conduit:

Shall be in accordance with MnDOT 3803, except as follows:

- a. Shall be Schedule 80 conduit and fittings for all installations.
- b. For HDPE continuous type conduit, all conduit fittings shall be appropriate for use with HDPE continuous length conduit.
- c. Shall be capable of being installed by plowing, trenching, or directional boring methods.
- d. Shall be either "GREY" or "RED" in color.
- e. Shall be marked on the outside of conduit indicating manufacturer's name, size of conduit, type of conduit (HDPE, etc.), ASTM F 2160, UL Listing, and any other markings required by the N.E.C.
- f. Before the cables and conductors are installed, non-metallic conduit bell ends (**appropriately sized for the HDPE type conduit**) shall be installed to prevent damage to the cables and conductors

All conduit from concrete foundations to the nearest handhole shall be rigid non-metallic conduit (N.M.C.). **HDPE continuous length conduit is not allowed for use between concrete foundations and the nearest handhole.**

C. Handholes



New Handholes shall be MnDOT approved Handholes and Handhole Covers listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:

<http://www.dot.state.mn.us/products/index.html>

D. Luminaire Wire Holder

The Contractor shall furnish and install a wire holder in lighting unit types 4 and 5 that supports the luminaire cable/conductors within the end of the luminaire slipfitter near the connection point of the luminaire. MnDOT approved Wire Holders are listed on the MnDOT Approved/Qualified Products Lists WEB site for Lighting:

<http://www.dot.state.mn.us/products/index.html>

E. Lamps

Lamps for lighting units type 1, 2 and 3 shall be in accordance with the provisions of MnDOT 2545.2F4.

Kim Lighting LED lamps shall be used. Approved vendor are Werner Electric Supply or Luma Sales.

The following part numbers shall apply:

KIM

Lamp Model Number: FM-SRS1-H5-60L-4300K-120CC (custom color to match pole)

F. Light Base, Design A

The Contractor shall furnish and install a concrete Light Base, Design A, constructed in accordance with MnDOT 2545.3F and the detail in the Plan, at the locations indicated in the Plan.

G. Light Base, Design D

The Contractor shall furnish and install a concrete Light Base, Design D, constructed in accordance with MnDOT 2545.3F and the detail in the Plan, at the locations indicated in the Plan.

H. Equipment Pad

The Contractor shall furnish and install a complete concrete pad as part of **LIGHT SYSTEM** at the location shown in the Plans. The equipment pad shall be constructed such that the lighting cabinet and the signal control cabinet for **LIGHT SYSTEM** are installed one (1) equipment pad as shown in the Plans.

The equipment pad shall include the conduits and anchorage hardware within the concrete foundation, reinforcement bars if using the pre cast option, all wiring and hardware necessary, and all grounding and bonding materials.

I. Service Cabinet, Secondary Type L1 (120/240 VAC)

The Contractor ~~City~~ shall furnish approved Service Cabinet, Secondary Type L1, for supplying power to an electric lighting system, on an equipment pad concrete foundation at the location indicated in the Plans. The

Contractor shall install ~~City furnished~~ all equipment.

The cabinet shall be anodized aluminum to match the signal cabinet. As manufactured by States Type 3 R enclosure, 100 Amp 3 single phase 3 wire, type ED4BQ/120-240V, Serial Number SE13046.

All equipment and mounting hardware inside the cabinet shall be furnished and installed by the Contractor. See the Electrical Lighting plans for more information. The Contractor shall submit to the City, shop drawings and specifications of all cabinet electrical equipment requested to be approved as an equal. Electrical equipment must be approved prior to submitting bid.

1. The Contractor shall furnish and install a programmable electronic astronomical timeclock as shown in the Plans.

One approved vendor is Graybar.

The following part numbers shall apply:

Tork Timeclock Model Number: DZS200AY

J. Lighting Unit, Type Special 2

The Contractor shall furnish and install a Lighting Unit, Type Special 2 in accordance with the applicable provisions of MnDOT 2545.2R and MnDOT 3810, according to the detail in the Plan, at the locations indicated in the Plan, as specified herein, and as follows:

The Contractor shall furnish and install a Lighting Unit, Type Special 2 consisting of a 12-foot stainless steel decorative pole with receptacle, banner arms and hardware, fixture, 12-foot nominal luminaire mounting height, and all miscellaneous equipment and materials required for a complete lighting unit installation. The Contractor shall furnish all miscellaneous equipment and materials required for a complete lighting unit installation.

Doors in the base of the decorative poles shall be at 180 degrees counterclockwise from the nearest curb.

Banner arms shall be installed on each side of the decorative pole and located 180 degrees from the nearest curb.

The pole and fixture shall be factory painted "charcoal grey.", to match existing poles throughout downtown Rochester

Approved vendors are Werner Electric Supply and Luma Sales.

The following part numbers shall apply:

Millerbernd Pole: SR-XSTDH40-120-AM-001-PT
GFI-IN USE COVER, BANNER ARMS, 12' POLE

Kim Fixture: FM-SRS1-H5-60L-4300K-120-CC (custom color to match pole)

The Contractor shall submit to the Engineer, **for approval** by the City of Rochester, five (5) complete sets of manufacturer's drawings and specifications for the decorative lighting units and fixtures proposed for installation in accordance with 3810.3.



K. Lighting Unit, Type Special 4

The Contractor shall furnish and install a Lighting Unit, Type Special 4 in accordance with the applicable provisions of MnDOT 2545.2R and MnDOT 3810, according to the detail in the Plan, at the locations indicated in the Plan, as specified herein, and as follows:

The Contractor shall furnish and install a Lighting Unit, Type Special 4 consisting of a stainless steel pole, davit type mast arm, four-bar LED fixture, one (1) 60W LED fixture, 30-foot nominal luminaire mounting height, and all miscellaneous equipment and materials required for a complete lighting unit installation. The Contractor shall furnish all miscellaneous equipment and materials required for a complete lighting unit installation.

Doors in the base of the poles shall be at 180 degrees counterclockwise from the mast arm.

The pole and fixture shall be factory painted “charcoal grey” to match existing poles downtown.

Approved vendors are Werner Electric Supply and Luma Sales.

The following part numbers shall apply:

Millerbernd Pole: 8-SE3-6-300-PT
Pole shall be Painted “Charcoal Grey”

The Contractor shall submit to the Engineer, **for approval** by the City of Rochester, five (5) complete sets of manufacturer’s drawings and specifications for the decorative lighting units and fixtures proposed for installation in accordance with 3810.3.

L. Luminaire

The Contractor shall furnish and install a Luminaire in accordance with the applicable provisions of MnDOT 2545.2R and MnDOT 3810, according to the detail in the Plan, at the locations indicated in the Plan, as specified herein, and as follows:

The Contractor shall furnish and install a Luminaire and all miscellaneous equipment and materials required for a complete luminaire installation.

The pole and fixture shall be factory painted “charcoal grey.”

One approved vendor is Luma Sales.

The following part numbers shall apply:

BetaLED Fixture: ARE-EDG-2M-AA-06-D-UL-BK-525-43K

The Contractor shall submit to the Engineer, **for approval** by the City of Rochester, five (5) complete sets of manufacturer’s drawings and specifications for the decorative lighting units and fixtures proposed for installation in accordance with 3810.3.

M. Painting

The light poles – including the base, vertical pole, davits and banner arms – shall be factory painted

“Charcoal Grey” to match the existing poles downtown.

Preparation of all pole surfaces shall be completed prior to painting. Surface preparation shall include cleaning (to remove surface contaminants) and profiling (to allow good mechanical bonding by the paint). Refer to ASTM D 6386 for more information regarding surface preparation of galvanized materials.

All mounting hardware for lighting accessories shall be powder coated painted “charcoal grey”.

sl 3.3 Construction Requirements

A. Conduit Installation

Conduit shall be installed in accordance with MnDOT 2565.3D, except as follows:

Continuous Type HDPE Non-Metallic Conduit:

- except for under existing pavements, underground Continuous Type HDPE Conduit shall be placed by trenching, stitching, plowing, or other method approved by the Engineer. Under existing pavements, Continuous Type HDPE Non-Metallic Conduit shall be placed as specified in 2565.3D2b.

Rigid Non-Metallic Conduit Joints:

- the Contractor shall install appropriate sized long line couplings when installed under existing roadway surfaces
- the applied PVC joint cement shall be allowed to set-up for six (6) hours before pulling the conduit through a directional bored channel.

Conduit in Handholes:

- If the Contract requires the installation of a handhole within an armored cable run, a 2 inch N.M.C. stub out shall be installed for each cable entering the handhole. The 2 inch N.M.C. stub out shall be a minimum of 36 inches in length with non-metallic bell ends installed on each open end of the conduit stub out to prevent damage to the armored cable.

Exact location of conduit and handholes to be approved by the Engineer.

B. Light Standard Installation

The Contractor shall install light standards in accordance with MnDOT 2545.3H and as follows:

Leveling nuts shall not be used when installing aluminum light standards on Light Bases, Design Steel (steel screw-in bases). In this case, the Contractor shall **ONLY USE SHIMS FOR LEVELING**.

Where leveling nuts are used, the leveling and top nuts shall both be securely tightened against the light standard base plate. Where shims are used the top nuts shall be securely tightened against the light standard base plate. The leveling nuts and top nuts shall be tightened as follows:

- the nuts shall be lubricated and torqued to minimum 125 ft-lbs.



required for 1 inch diameter anchorages.

**--- the nuts shall be lubricated and torqued to minimum 240 ft-lbs.
required for 1¼ inch diameter anchorages.**

C. Light Standard or Light Unit Numbering and Service Cabinet Numbering

The Contractor shall number the light standards or light units (underpass luminaires, tunnel luminaires, special luminaires, etc.) and service cabinets in accordance with MnDOT 2545.3P.

Light standards shall be numbered with the complete feed point numbers and letters placed above the pole number regardless if complete numbering is shown in the Plan.

Light Standard Numbering shall consist of the entire feed point designation with the pole number placed below.

The Contractor shall also verify that the light standards and/or light units to be reinstalled are correctly numbered and if not the Contractor shall number the light standards and/or light units in accordance with MnDOT 2545.3P.

MnDOT approved Labels are listed on the MnDOT Approved/Qualified Products Lists WEB site for Lighting:

<http://www.dot.state.mn.us/products/index.html>

Letters and numbers shall have a minimum stroke width of 0.35 inches.

D. Wiring in Light Bases

The Contractor shall install conduits in light standard concrete foundations in accordance with the provisions of MnDOT 2545.3G. Approximately 2 feet of slack cable shall be left in each light standard base.

E. Service Equipment

The Contractor shall furnish and install service equipment that consists of a meter socket, required mounting brackets, conduit fittings, required wiring, and other items incidental to a complete meter socket installation. The meter socket shall be in accordance with MnDOT 3837. Meter will be furnished and installed by RPU.

The meter socket and housing shall be suitable for single phase 3-wire 120/240 volt AC, shall contain a positive bypass mechanism, shall have lugs that will allow the power conductors to be stripped and laid into the lugs without being cut, and shall be approved by RPU.

F. Lighting Cabinet

The Contractor shall install the lighting cabinet and all materials and electrical equipment to make the system operational. This includes, but is not limited to, the following:

1. All equipment inside the service cabinet as indicated in the Plans and these specifications.
2. Making all field wiring connections.
3. Ground rod electrode.

4. Bonding and grounding materials and connections.
5. All required mounting hardware.
6. Other items incidental to a complete electric light system installation.
7. Installing service cabinet on concrete foundation.
8. Number the service cabinet with decals (as specified in MnDOT 2545) and in accordance with the numbering indicated in the Contract.
9. Label branch circuit breakers as specified in MnDOT 3850.
10. Sealing around cabinet base.

G. Electrical Service

~~Electrical service shall be provided from the second set of lugs in the adjacent signal system load center as indicated in the electrical drawings.~~

Electric service fees for hook-up shall be the responsibility of the City.

H. Anti-Seize Lubricant

Threaded portions of all anchor rods above concrete foundations and steel bases shall be coated with a brush-on anti-seize lubricant before installation of lighting units, lighting service cabinets, or other type cabinets on anchor rods.

The Contractor shall also apply brush-on anti-seize lubricant to the access door nut and bolt of each lighting unit.

I. Blank

J. Luminaires & Lamp Labeling

Luminaires and Lamps shall be marked according to 3810.2A. The term permanent marker shall be modified as follows "black oil based paint marker"

K. Bonding and Grounding

All bonding and grounding shall be in accordance with the provisions of MnDOT 2545.3R, and all required ground rod electrodes shall be UL Listed.

sl 3.4 Measurements and Payments

A. Electric Light System

Furnishing and installing an Electric Light System as indicated in the Plans will each be measured as an integral unit complete in place and will be paid for separately under Item No. 2545.501 (ELECTRIC LIGHT SYSTEM) at the Contract price per LUMP SUM, which price shall be compensation in full.

Furnishing and installing conduit, handholes, and lighting conductors for the electric light system, at the locations indicated in the Plans, as contained in these Special Provisions and in the Plans will be measured as an integral unit complete in place and operating and will be paid for under 2545.501 (ELECTRIC LIGHT SYSTEM).



B. Lighting Unit, Type Special 2

Furnishing and installing Lighting Units, Type Special 2, at the locations indicated in the Plans will each be measured as an integral unit complete in place and will be paid for separately under Item No. 2545.511 (LIGHTING UNIT TYPE SPECIAL 2) at the Contract price per EACH, which price shall be compensation in full.

C. Lighting Unit, Type Special 4

Furnishing and installing Lighting Units, Type Special 4, at the locations indicated in the Plans will each be measured as an integral unit complete in place and will be paid for separately under Item No. 2545.511 (LIGHTING UNIT TYPE SPECIAL 4) at the Contract price per EACH, which price shall be compensation in full.

D. Light Base, Design A

Furnishing and installing Light Bases, Design A, at the locations indicated in the Plans will be measured as an integral unit complete in place and will be paid for separately under Item No. 2545.515 (LIGHT BASE DESIGN A) at the Contract price per EACH, which price shall be compensation in full.

E. Light Base, Design D

Furnishing and installing Light Bases, Design D, at the locations indicated in the Plans will be measured as an integral unit complete in place and will be paid for separately under Item No. 2545.515 (LIGHT BASE DESIGN D) at the Contract price per EACH, which price shall be compensation in full.

F. Luminaire

Furnishing and installing Luminaires, at the locations indicated in the Plans will be measured as an integral unit complete in place and will be paid for separately under Item No. 2545.513 (LUMINAIRE) at the Contract price per EACH, which price shall be compensation in full.

SL 4 (2545) ELECTRIC UTILITY CONDUIT SYSTEM (RPU)

This work shall consist of furnishing labor, and materials for construction of a conduit and handhole system in accordance with the applicable provisions of MnDOT 2471, MnDOT 2545, current edition of the National Electric Code, the Plans, and the following:

sl 4.1 General

- A. RPU shall be responsible for disconnecting power to the existing street light system, salvaging galvanized poles and removing existing wiring at the locations indicated in the Plans. RPU will then pull new conductors and make all field connections. The Contractor shall be responsible for installing all conduit and handholes required for the new conduit system. All connections to existing conduit or handholes shall be the responsibility of The Contractor. The Contractor shall coordinate all activities with the Engineer and with RPU.

B. "As Built Plans"

The Contractor shall furnish "as built Plans" that contain any **changes** in the following:

- Conduit locations.
- Handhole locations.

The "as built Plans" shall be in a form that is satisfactory to the Engineer. The Contractor furnished "as built Plans" shall be considered incidental work.

C. Locating Underground Utilities

The Contractor must adhere to all requirements of Gopher State One Call including the following:

The Contractor is responsible for marking the proposed excavation area by utilizing white markings. The white markings must delineate the **actual excavation area** where the locating of underground facilities is required.

sl 4.2 Materials

A. Conduit

The Contractor shall furnish and install non-metallic conduit (N.M.C.) at the locations indicated in the Plans. The size of the conduit shall be as indicated in the Plan. All conduit shall be in accordance with the following:

Non-Metallic Conduit:

Shall be in accordance with MnDOT 3803, except as follows:

- a. Shall be Schedule 80 conduit and fittings for all installations.
- b. For HDPE continuous type conduit, all conduit fittings shall be appropriate for use with HDPE continuous length conduit.
- c. Shall be capable of being installed by plowing, trenching, or directional boring methods.
- d. Shall be either "GREY" or "RED" in color.
- e. Shall be marked on the outside of conduit indicating manufacturer's name, size of conduit, type of conduit (HDPE, etc.), ASTM F 2160, UL Listing, and any other markings required by the N.E.C.
- f. Before the cables and conductors are installed, non-metallic conduit bell ends (**appropriately sized for the HDPE type conduit**) shall be installed to prevent damage to the cables and conductors

All conduit from concrete foundations to the nearest handhole shall be rigid non-metallic conduit (N.M.C.). **HDPE continuous length conduit is not allowed for use between concrete foundations and the nearest handhole.**

B. Handholes

New Handholes shall be MnDOT approved Handholes and Handhole Covers listed on the MnDOT Approved/Qualified Products Lists WEB site for Signals:



sl 4.3 Construction Requirements

A. Conduit Installation

Conduit shall be installed in accordance with MnDOT 2565.3D, except as follows:

Continuous Type HDPE Non-Metallic Conduit:

- except for under existing pavements, underground Continuous Type HDPE Conduit shall be placed by trenching, stitching, plowing, or other method approved by the Engineer. Under existing pavements, Continuous Type HDPE Non-Metallic Conduit shall be placed as specified in 2565.3D2b.

Rigid Non-Metallic Conduit Joints:

- the Contractor shall install appropriate sized long line couplings when installed under existing roadway surfaces
- the applied PVC joint cement shall be allowed to set-up for six (6) hours before pulling the conduit through a directional bored channel.

Conduit in Handholes:

- If the Contract requires the installation of a handhole within an armored cable run, a 2 inch N.M.C. stub out shall be installed for each cable entering the handhole. The 2 inch N.M.C. stub out shall be a minimum of 36 inches in length with non-metallic bell ends installed on each open end of the conduit stub out to prevent damage to the armored cable.

Exact location of conduit and handholes to be approved by the Engineer.

sl 4.4 Measurements And Payments

A. Conduit System

Furnishing and installing a Conduit System as indicated in the Plans will each be measured as an integral unit complete in place and will be paid for separately under Item No. 2545.509 (CONDUIT SYSTEM) at the Contract price per LUMP SUM, which price shall be compensation in full.

Furnishing and installing conduit and handholes for the conduit system, at the locations indicated in the Plans, as contained in these Special Provisions and in the Plans will be measured as an integral unit complete in place and operating and will be paid for under 2545.509 (CONDUIT SYSTEM).

Price shall be compensation in full for all costs incidental thereto.

FORM OF PROPOSAL

To the City of Rochester Council Members:

According to the advertisement of the Rochester City Council inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of the City of Rochester:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in MnDOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract if the contract is less than or equal to five million dollars (\$5,000,000.00), or if the contract is in excess of five million dollars (\$5,000,000.00) the aggregate liability shall be equal to the amount of the contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Rochester.

Page 1

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Rochester all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subContractors and first tier suppliers under this Contract.



ABBREVIATIONS OF SCHEDULE OF PRICES

NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch	JA	Jacked
A-S	Antiseepage	LIN FT	Linear Feet
AB	Asbestos Bonded	LG	Long
ACT	Actuated	MAINT	Maintenance
AGG	Aggregate	MATL	Material
ALUM	Aluminum	MGM	1000 Board Feet
ASB	Asbestos	MET	Metal
ASPH	Asphaltic	MOD	Modification
ASSY	Assemblies	MPA	Metal Pipe Arch
B+B	Balled & Burlapped	MTD	Mounted
BC	Bituminous Coated	NON	MET Non Metallic
BIT	Bituminous	NON PERF	Non-Perforated
BLDG	Building	NON REINF	Non-Reinforced
BR	Bridge	OH	Overhead
CAL	Caliper P-A	Pipe-Arch	
CB	Catch Basin	PAVT	Pavement
CEM	Cement	PERF	Perforated
C and G	Curb and Gutter	PL	Plate
CI	Cast Iron	PNEUM	Pneumatic
C-I-P	Cast-in-Place PREC	Precast	
CL	Class	PREST	Prestressed
COMM	Commercial	PVC	Poly Vinyl Chloride
CONC	Concrete	RCPA	Reinforced Concrete Pipe Arch
COND	Conductor	REINF	Reinforced
CONN	Connection	RELO	Relocation
CONST	Construct	RESTOR	Restoration
CONT	Continuously RMC	Rigid Metallic Conduit	
CP	Cattle Pass	RNMC	Rigid Non Metallic Conduit
CTD	Coated RDWY	Roadway	
CU FT	Cubic Feet	S-G	Sand & Gravel
CU YD	Cubic Yard	SIG	Signal
CULV	Culvert SPE	Special	
CWT	Hundred Weight	SQ FT	Square Feet
DES	Design SQ YD	Square Yard	
DBL	Double STA	Station	
DI	Drop Inlet	STD	Standard
DIAM	Diameter	STL	Steel
DRWY	Driveway	STKPL	Stockpile
EXC	Excavation	STR	Strength
EXP	Expansion	STRUCT	Structural
FAB	Fabric	SPPA	Structural Plate Pipe Arch
FE	Fence	SYS	System
FERT	Fertilizer	T	Traffic
F+I	Furnish & Install	TBR	Timber
FOUND	Foundation	TEMP	Temporary
FT LG	Feet Long	THERMO	Thermoplastic
FURN	Furnish	TRTD	Treated
GA	Gauge UNDERGRD	Underground	
GRAN	Granular	UNTRTD	Untreated
HI	High	VAR	Variable
INP	In Place	VM	Vehicular Measure
INST	Install	WEAR	Wearing

NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

State Project No _____

Federal Project No _____

STATE OF MINNESOTA _____)
)ss

COUNTY OF _____)

I, _____, do state under penalty
(Name of person signing this declaration)

of perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(Name of individual, partnership or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal, and will not be communicated to any person who is not an employee or agent of the bidder or of the said surety prior to the official opening of the proposal, and

(4) that, I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: _____

(Bidder or his authorized representative)

SCHEDULE OF PRICES

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
Project M12-04					
1 PED FACILITIES (550)					
2021.501/00010	MOBILIZATION	LS	1.00		
2101.502/00010	CLEARING	TREE	3.00		
2101.507/00010	GRUBBING	TREE	3.00		
2104.505/00021	REMOVE CONCRETE WALK	S Y	756.00		
2104.511/00011	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	23.00		
2521.501/00050	5" CONCRETE WALK	S F	3,285.00		
2521.501/00051	5" CONCRETE WALK-EXPOSED AGGREGATE	S F	3,010.00		
2521.501/00060	6" CONCRETE WALK	S F	507.00		
2531.618/00010	TRUNCATED DOMES	S F	62.00		
2563.601/00010	TRAFFIC CONTROL	LS	1.00		
2571.602/00052	TREE PROTECTION TYPE II	EACH	1.00		
2573.530/00010	STORM DRAIN INLET PROTECTION	EACH	1.00		
Total 1 PED FACILITIES (550)					
2 TRAFFIC (650)					
2104.509/00155	REMOVE LIGHT BASE FOUNDATION	EACH	9.00		
2104.509/00399	REMOVE HANDHOLE	EACH	1.00		
2104.523/00421	SALVAGE LUMINAIRE	EACH	1.00		
2104.523/00422	SALVAGE LIGHTING UNIT	EACH	9.00		
2545.501/00001	ELECTRIC LIGHT SYSTEM	LS	1.00		
2545.509/00005	CONDUIT SYSTEM	LS	1.00		
2545.511/00102	LIGHTING UNIT TYPE SPECIAL 2	EACH	9.00		
2545.511/00104	LIGHTING UNIT TYPE SPECIAL 4	EACH	1.00		



BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.

Item No.	Description	Units	Quantity	Unit Price	Total Price
2545.513/00010	LUMINAIRE	EACH	1.00		
2545.515/00001	LIGHT BASE DESIGN A	EACH	9.00		
2545.515/00004	LIGHT BASE DESIGN D	EACH	1.00		
2545.523/00053	2" NON-METALLIC CONDUIT	L F	650.00		
2565.602/00003	PVC HANDHOLE	EACH	1.00		
Total 2 TRAFFIC (650)					
Grand Total					

SURETY DEPOSITS

New Law requires surety deposits for many out-of-state Contractors

A portion of payments made to out-of-state Contractors must be deposited with the state of Minnesota in many instances under a new law passed by the 1989 Legislature.

The law requires that 8 percent of each payment paid to out-of-state Contractors for work done in Minnesota must be withheld as a surety deposit on any contract that can reasonably be expected to exceed \$100,000.

This requirement may be waived, however, if certain conditions are met.

Following are some guidelines to use with the new law.

Once an out-of-state Contractor enters into a contract that is for more than or can be expected to be more than \$100,000, the Contractor will have to file form SD-E (Exemption from Surety Deposits for Out-of-State Contractors) with the Department of Revenue. The department will use the form to determine if the Contractor is exempt from the 8 percent surety deposit requirements.

The department will grant an exemption if:

The Contractor gives the department a cash surety or bond, secured by an insurance company licensed in Minnesota, which guarantees the Contractor will comply with all provisions of Minnesota withholding, sales, and corporate income tax laws, or

The Contractor has done construction work in Minnesota at any time during the three calendar years before entering into the contract and has fully complied with Minnesota withholding, sales, and corporate income tax laws.

If the Contractor is exempt, the department will certify the form and return a copy to the Contractor, who will then be responsible to provide a copy to whoever hired them.

If the Contractor is not exempt, the department will notify whoever hired the Contractor to withhold the 8 percent surety deposit from each payment made to the Contractor. The person or company hiring the Contractor will use form SD-D to make the surety deposits.

The Department of Revenue will retain the surety deposits until the Contractor's state tax obligations are considered fulfilled. The department will then refund, with interest, any amounts held as surety.

Out-of-state Contractors working for Minnesota subdivisions will still have to file the Withholding Affidavit for Contractors (form IC-134) in addition to complying with the new provisions.

If you need more forms of information, please call (612) 296-6181 from the Twin Cities area and (toll-free) 1-800-657-3777 from elsewhere.

You may also write to: Minnesota Department of Revenue

Taxpayer Information Division

Mail Station 4450

St. Paul, MN 55146-4450



Department of Public Works
201 4th Street SE, Room 108
Rochester, MN 55904-3740
(507) 328-2400

TO WHOM IT MAY CONCERN:

A new Minnesota Law effective January 1, 1990, now governs contracts over \$100,000.00 for non-Minnesota Contractors.

We have been informed by the Minnesota Department of Revenue that certain requirements have not been met. Therefore, we are withholding an 8% surety deposit from your payment.

You are eligible to have these funds returned when the state tax obligations are met.

Gross Amount

8% Surety Deposit _____

Net Amount Paid

If you have any questions, contact Mr. Dan Weber at (507) 328-2409.



FORM 21126D (FF REV. 4-00)

Project No. **(J4671)**

GRAND TOTAL \$ _____

PROPOSAL GUARANTY as required by 1208 of the Specifications: "A (certified check) (bond), prepared as required by 1208 of the Specifications and payable to the City of Rochester, Minnesota, in an amount equal to at least (5%) percent of the total amount of the bid is submitted herewith as a proposal guaranty.

NON-COLLUSION AFFIDAVIT: If a Non-Collusion affidavit is found in this Proposal it must be signed by each bidder.

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signed _____

RECEIPT OF PLAN:

The undersigned hereby acknowledges receipt of and has considered: **(J4671) 2** Total Sheets.

Signed _____

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the _____ day of _____, 20____

Signed: _____, P.O. Address _____ as an individual.

Signed: _____, P.O. Address _____ as an individual.

Doing business under the name and style of _____

Signed: _____, for _____ a partnership.

NAME

BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

Incorporated under the laws of the State of _____

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

(NOTE: Signatures shall comply with 1206 of the Specifications.)